

Attachment 1

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**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
 IN AND FOR THE COUNTY OF KING**

HEYOUNG CHUNG, an individual;

Plaintiff,

vs.

SKYWEST, INC, a Utah Corporation,
 and **SKYWEST AIRLINES, INC.**, a
 Utah corporation;

Defendants.

No. 24-2-29481-3 SEA

**SECOND AMENDED
 COMPLAINT**

JURY TRIAL DEMANDED

Plaintiff Heyoung Chung, through her attorney, Mark Lindquist of Mark Lindquist Law, alleges the following against Defendant SkyWest, Inc. and SkyWest Airlines, Inc. (collectively referred to as “SkyWest”):

I. NATURE OF ACTION

1.1. Plaintiff seeks to recover damages for severe in-flight burns that occurred while she was a passenger on SkyWest Flight 3731 on May 17, 2023, booked through Delta Air Lines.

1.2. Plaintiff was flying from SeaTac airport, King County, Washington to San Jose, California.

1 1.3. Negligence, gross negligence, and omissions of SkyWest employees
2 caused severe burns to Plaintiff and subsequent suffering, emotional distress, and
3 other harm.

4 II. JURISDICTION, PARTIES, AND VENUE

5 2.1 Plaintiff Heyoung Chung is a resident of Washington State and was an
6 adult passenger aboard Flight 3731, a scheduled flight from Seattle-Tacoma
7 International Airport, in King County, Washington, to San Jose, California, on or
8 about May 17, 2023.

9 2.2 Defendant SkyWest, Inc., is a Utah corporation with its principal place
10 of business in Saint George, Utah.

11 2.3 Defendant SkyWest Airlines, Inc. is a wholly owned subsidiary of
12 Defendant SkyWest, Inc., and provides commercial airline transportation.

13 2.4 SkyWest Inc. and Skywest Airlines Inc. are present and do substantial
14 business at Seattle-Tacoma International Airport, including Flight 3731. Seattle is
15 listed on the SkyWest website as a SkyWest destination.

16 2.5 Jurisdiction and venue are therefore proper in King County,
17 Washington.

18 III. FACTS

19 3.1 Plaintiff was flying from the Seattle area to San Jose, California, on or
20 about May 17, 2023, on SkyWest Airlines Flight 3731.

21 3.2 Plaintiff was accompanied by her 82-year-old husband. Both are
22 SkyMiles members of Delta. They purchased tickets for the subject flight through
23 Delta.

24 3.2 During the flight, the flight attendants served drinks to the passengers.
25 Plaintiff ordered hot water.

26 3.3 A flight attendant served extremely hot water in a paper cup, which the
27 flight attendant put on the tray table in front of Plaintiff, but the cup slid and tipped
28 and spilled. Burning hot water poured suddenly onto Plaintiff's lap.

1 3.4 Plaintiff's pants were soaked with the burning hot water and stuck to
2 her skin. Immediately she felt severe pain as the hot water burned her groin, hip
3 area, and buttocks.

4 3.5 Flight attendants eventually reacted by providing napkins to Plaintiff
5 to soak up the burning hot water from her pants and surrounding area, which still
6 left her skin burning.

7 3.6. Plaintiff, in serious pain, left her seat and went to the lavatory. While
8 Plaintiff was struggling in the lavatory, she was joined by another passenger. This
9 passenger introduced herself as a nurse. She attempted to assist.

10 3.7 The nurse, apparently unaffiliated with SkyWest, asked the flight
11 attendant for ice and medicine. All the flight attendants provided was two Tylenol
12 tablets and one small packet of ointment.

13 3.8 After Plaintiff returned to her seat, a flight attendant came by to talk
14 with her. Plaintiff was visibly suffering pain from the burns.

15 3.9 Instead of offering assistance or sympathies, the SkyWest flight
16 attendant wanted to know if Plaintiff and her husband were SkyMiles members. She
17 asked for their member numbers.

18 3.10 Plaintiff's husband was wearing a hearing aid and had difficulty
19 understanding the flight attendant. Plaintiff and her husband did not fully
20 understand what exactly was being asked of them.

21 3.11 The SkyWest flight attendant grew irritated and visibly annoyed. She
22 suddenly walked away from Plaintiff and her husband with no explanation.

23 3.12 When the flight reached the gate, a paramedic crew entered the plane
24 and helped Plaintiff to a stretcher. Severe pain from the burns continued.

25 3.13 After a couple of days, the burns began to blister and pop. Plaintiff went
26 to an Urgent Care clinic for treatment.

27 3.14 For weeks afterward, Plaintiff struggled with simple things like sitting,
28 laying down, and resting due to the sensitivity of the burn areas and the pain.

1 3.15 Many aspects of Plaintiff's quality of life, including relationships, were
2 negatively impacted by her injuries and the recovery process.

3 3.16 Plaintiff's skin was scarred as a result and the scars appear to be lasting
4 or permanent scars.

5 **IV. FIRST CAUSE OF ACTION**

6 **Negligence – SkyWest**

7 4.1 As a common carrier, SkyWest owes a legal duty to provide its
8 passengers, including the Plaintiff, with a safe flight. This includes not serving
9 excessively hot water to passengers as it is reasonably foreseeable that doing so on a
10 plane could result in severe burn injuries.

11 4.2 As a common carrier, SkyWest is also required to properly train its
12 employees, including its pilots and flight attendants, about how to properly respond
13 to in-flight medical emergencies, including how to treat burn injuries and obtain in-
14 flight medical assistance by medical professionals either in-person or remotely.

15 4.3 During the subject flight, SkyWest's flight attendant served excessively
16 hot water to Plaintiff and the flight attendant proximately caused the excessively hot
17 water to spill on Plaintiff's groin, hip area, and buttocks, through one or more of the
18 following negligent acts or omissions:

- 19 a. Placing a cup of excessively hot water in a negligent manner on the tray
20 table causing it to spill into Plaintiff's lap;
- 21 b. Placing a cup of excessively hot water on a tray table that was not stable,
22 level, properly maintained, or was otherwise defective; and,
- 23 c. Serving excessively hot water at a temperature above reasonable
24 industry standards.

25 4.4 SkyWest and its employees, including its flight attendants and pilots,
26 also negligently failed to:

- 27 a. Promptly and properly provide in-flight medical assistance to Plaintiff;

- b. Make an announcement requesting the assistance of a doctor or other medical professional onboard to render aid to Plaintiff;
- c. Contact a remote medical provider, such as MedAire, to seek a remote doctor's guidance on how to treat Plaintiff's burn injuries.
- d. Properly train flight attendants and pilots regarding responding to in-flight medical emergencies and rendering aid to passengers who suffer burn injuries;
- e. Otherwise take appropriate action to protect the Plaintiff from bodily harm or reduce bodily harm.
- f. And were otherwise negligent in ways to be developed through discovery.
- g. All of the above negligence, or some of the above negligence, occurred despite prior incidents of severe burns due to excessive hot water or hot coffee served on SkyWest and/or other airline flights.

4.5 As a result of the foregoing negligent acts or omissions by SkyWest and its employees, including SkyWest pilots and flight attendants, Plaintiff suffered personal injuries, including severe burns, scarring, pain and suffering, mental anguish, anxiety, sleeplessness, medical expenses, related expenses, and other injuries and damages to be proven at trial.

4.6 The above negligent acts or omissions by SkyWest and its employees, including SkyWest pilots and flight attendants, proximately caused Plaintiff's injuries.

4.7 Defendants are liable for all injuries that Plaintiff sustained on the flight and all damages subsequently flowing from those injuries.

V. DAMAGES

5.1 All paragraphs above are incorporated here by reference.

5.2 As a proximate result of Defendants' conduct, Plaintiff has suffered a variety of general and special damages as specified in preceding paragraphs with additional damages to be proven at trial.

VI. RESERVATION

6.1 Plaintiff's investigation is ongoing.

6.2 Further, the exact nature and full extent of Plaintiff's injuries and damages are not yet fully known.

6.3 Additionally, the exact nature and full extent of Defendants' negligence and other wrongful conduct may not yet be fully known.

6.4 Plaintiff may have additional claims and or causes of action. To the extent the law and the Court will allow, Plaintiff reserves the right to subsequently amend this complaint accordingly.

VII. PRAYER FOR RELIEF

7.1 Plaintiff prays for judgment against the Defendants awarding Plaintiff the following:

- Economic damages;
- Exemplary damages;
- Non-economic general damages;
- Pre-judgment and post-judgment interest;
- Actual attorneys' fees and costs incurred herein; and,
- Such other relief as the Court deems just and equitable.

VIII. DEMAND FOR JURY TRIAL

8.1 Plaintiff demands trial by jury on all issues.

Dated this _____ day of February, 2025.

MARK LINDQUIST LAW

By: /s/ Mark Lindquist

Mark Lindquist, WSBA No. 25076
Attorneys for Plaintiff

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